



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

CITY COUNCIL WORK MEETING
OCTOBER 7, 2015
5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - FBO Ownership Change – Don Marchant
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider a local consent for Lupita's – Josefina Paredes/Jack Burns
 2. Consider waiving a back sewer bill for Cedar Memorials – Mitch Dettamanti
 3. Consider amending/renewing the lease with YETI – Kerry Fain
 - Staff
 4. Review proposals for the WWTP In-Channel Rotary Screen – Trevor McDonald
 5. Consider bids for the Interstate 15 billboard signs – Danny Stewart
 6. Consider an amendment to the Aquatic Center Use, Operation & Maintenance Interlocal agreement between Cedar City and Iron County School District – Chris Hudson
 7. Consider an ordinance amending Cedar City's Subdivision Ordinance eliminating vicinity plan step for simple minor lot subdivisions – Paul Bittmenn
 8. Consider Cooperative Agreement with UDOT on Fund Exchange, Federal Grant Funds for State Transportation Funds on Coal Creek Road Phase 1 project, Main Street to 1045 North – Kit Wareham
 9. Appoint poll workers for the Election – Renon Savage

Dated this 5th day of October, 2015.

Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 5th day of October, 2015.


Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.



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APPLICATION FOR BEER LICENSE AND/OR LIQUOR SET-UP

Account # 132244

Receipt # _____

LICENSE FEES

Class A \$150.00

Class B \$250.00

Set-up \$ 50.00

Dance Hall \$100.00

Penalty \$ _____

Total \$ _____

Name of Business Lupita's Mexican Food Inc

Address 2052 W. Cross Hollow Rd #100 Cedar City

Mailing Address same

Name of Applicant(1) Josefina Paredes

Address 1225 W. Harding Ave #18B Cedar City UT

Citizenship USA Date of Birth 12-07-1964

Name of Applicant(2) _____

Address _____

Citizenship _____ Date of Birth _____

*If more than two Applicants, please use additional pages.

Property Owner Name Josefina Paredes

Address 1225 W. Harding Ave #18B Cedar City UT

Date of Application 3-17-09 Opening Date of Business _____

Type of Organization (Check all that apply)

Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ New Owner ☐ Change of Use ☐

All Applicants, partners, officers, and directors, plus stockholders/members with 20% ownership must provide:

- 1) Name, address, and date of birth
- 2) Place(s) of residence for last 5 years
- 3) BCI background check
- 4) References
- 5) List of all felony and misdemeanor criminal convictions, including charge description, date of conviction, and the court.

I hereby certify that I have never been convicted of a felony, or of any violation of any law or ordinance related to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house.

I also certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act of Utah, and that all the information I have provided in this application is true.

I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 23 of the Cedar City Ordinances. I also agree to post any bonds required by the City pursuant to the terms of Chapter 23 of the Cedar City Ordinances.

Date 03-17-09

Signed by Josefina Paredes
Applicant Agent

Approved by Chief of Police [Signature]

Date 4-14-09

DABC Approval Date talked to DABC they are ok
Chris

Council Action: Approved ☒ Not Approved ☐ Date 4-22-09

Make checks payable to: Cedar City Corporation

Liquor and beer license renewals shall be due annually on January 1st of each year. If paid after February 15th, a late penalty of 50% of the amount of the fee shall be added to the original amount due. If paid after April 1st, the fee shall be doubled.



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ADDITIONAL APPLICANT INFORMATION FORM

PLEASE NOTE: EACH OWNER OR PART OWNER OF THE APPLICANT BUSINESS MUST COMPLETE A SEPARATE "ADDITIONAL APPLICANT INFORMATION FORM."

Name of Applicant Josefina Paredes Phone (435) 867-0945
Address 2052 W. Cross Hollows Rd. Sult 100 Zip Code 84720
Citizenship American Date of Birth 12-07-64 Title owner

PLACE(S) OF RESIDENCE FOR LAST 5 YEARS

Address(1) 1225 W. Harding Ave. #18 B Cedar Iron UT. 2009 - Present
Street Address City County State Zip When Lived There
Address(2) 84721
Street Address City County State Zip When Lived There
Address(3) _____
Street Address City County State Zip When Lived There

Please use additional sheets for additional addresses.

REFERENCES

Name(1) Cindy Hailstone Date of Birth U.S.A. Phone (435) 586-0116
Address 1225 W. Harding Ave. Signature _____
Name(2) Jack B. Burns Date of Birth U.S.A. 11/04/79 Phone (435) 531-9347
Address 415 N. Main Signature _____
Name(3) _____ Date of Birth _____ Phone _____
Address _____ Signature _____
Name(4) _____ Date of Birth _____ Phone _____
Address _____ Signature _____
Name(5) _____ Date of Birth _____ Phone _____
Address _____ Signature _____

FELONY AND MISDEMEANOR CRIMINAL CONVICTIONS

Charge(s)	Conviction Date	Felony/Misdemeanor	Court (Name, City, State)
<u>N/A</u>			

Please use additional sheets for additional convictions.

I certify that the above information is correct to the best of my knowledge, and that I have never been convicted of a felony, any violation of any law or ordinance related to alcoholic beverages, drunken driving, or keeping a gambling or disorderly house.

Date 09-24-15

Signed by

Applicant

CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: October 5, 2015

SUBJECT: Consider waiver of back sewer bill for Cedar Memorials

DISCUSSION:

Mitch Dettamanti is the owner of Cedar Memorials. He claims the business has not paid sewer fees because when they extended the main sewer line some 40+ years ago they were promised that the City would collect from the neighboring businesses a reimbursement for their frontage based share of the main line when they hooked on. The City failed to collect the reimbursement so Cedar Memorials has not paid a sewer bill. In a phone conversation with Mr. Dettamanti he referenced a written agreement with the City. I requested a copy, but have not seen one. The City has checked its records and cannot find a written agreement with Cedar Memorials related to reimbursement for installation of the main sewer line.

Mr. Dettamanti does not want Cedar Memorials to pay the 2 years of back sewer charges. He acknowledges that the business should start paying sewer fees as they probably have recovered their initial investment charges after not paying sewer rates for approximately 40 years. Mr. Dettamanti would like to have Cedar Memorials start paying as of now without the 2 year look back. Mr. Dettamanti was informed that staff cannot grant the relief he was requesting and he would have to petition the Council.

Mr. Dettamanti said he will come to the Council to present his request.

**CEDAR CITY COUNCIL
AGENDA ITEM 3**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Rick Holman

DATE: October 5, 2015

SUBJECT: YETI Agreement

DISCUSSION: As you are aware, the YETI agreement is an annual arrangement for the use of the property behind the aquatic center.

As has been discussed, a separate electric meter has been installed to account for the power being used by YETI. The gas will continue to be monitored and assessed monthly.

Toward the end of the season last year, Staheli West was assisting in some accounting services to help with determining gross sales and in paying the City the monthly lease and utility assessments.

After meeting with Kerry Fain and city staff, there are a few suggested changes to the Agreement.

- YETI proposed a change in the monthly lease amount – from \$300/mo. or 3% of gross sales, to \$500/mo. or 5% of gross sales.
- The liability insurance amount will be \$2 million.
- It is suggested that netting may be required, rather than being mandatory. Language has been added to address this when necessary.
- The Agreement includes a list of city expenditures which have been expended in the area of the ice rink.

The Park & Recreation Advisory Board has discussed some options for the long term use of this property, in relation to requested improvements (rink cover). It is recommended that the City Park & Recreation Master Plan be updated very soon and that the information and recommendations from the Master Plan be used to determine the use of this property. Until then, YETI should be allowed to use the space without any other major improvements.

LEASE AGREEMENT

This agreement is entered into on the ____ day of _____, ~~2014~~ 2015, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and Youth & Enthusiasts Together for Ice, Inc., a Utah not for Profit Corporation, hereinafter referred to as YETI.

WHEREAS, CITY owns and operates the Hills Recreational Complex located in the vicinity of Royal Hunte Drive and 1950 West. This complex is situated on approximately 51.53 acres of land upon which CITY has made a substantial investment constructing ball fields, a dual purpose recreational and water distribution lake, an Aquatic Center, associated parking facilities, restrooms, and associated infrastructure; and

WHEREAS, on the Northeast corner of CITY's Aquatic Center there is an area of property that has been designed and planned for future expansion of the Aquatic Center. This area has been designed to accommodate an indoor multiple use facility that would house multiple sport courts, walking paths, exercise facilities, and other such facilities as CITY may choose to program into the space. The future facility is known as the MAC center. The currently vacant parcel of property where the MAC center is scheduled to be built consists of approximately thirty nine thousand seven hundred square feet (39,700 sq. ft.); and

WHEREAS, YETI is a local citizen volunteer group with a stated mission to create a safe and fun environment and facility for families and friends to gather while participating in healthy, invigorating, and family oriented activities revolving around ice sports while including public ice skating, figure skating, and hockey; and

WHEREAS, YETI has leased equipment necessary to construct and maintain an ice rink;
and

WHEREAS, YETI has asked CITY to enter into an agreement whereby YETI may, on a temporary and seasonal basis, locate its ice rink facilities on CITY property; and

WHEREAS, In 2013 CITY agreed to lease YETI the parcel of property where the MAC center is planned to be located as a temporary and seasonal location for the ice rink; and

WHEREAS, CITY and YETI experienced a positive experience during the first seasons. There ~~were some alterations~~ there are some amendments CITY and YETI want to make to their agreement; and

WHEREAS, it is the express intent of CITY and YETI that this agreement supersede all prior written or oral agreements related to the lease of CITY property.

NOW THEREFORE, CITY and YETI agree that adequate consideration exists to support the formation of this lease agreement. CITY and YETI enter this agreement with the intent of documenting the lease of CITY property and setting forth each party's responsibilities.

ARTICLE I.

LEASED PROPERTY.

1. The property to be leased to YETI pursuant to the terms and conditions of this lease shall consist of: (A) a temporary and seasonal area where YETI will locate the ice rink, cooling equipment, equipment to maintain the ice, rental equipment, and all other material associated with the ice rink; (B) access to the ice rink for delivery of equipment and materials; (C) customer, volunteer, and employee parking and access to the ice rink; and (D) access to the Aquatic Center facilities.

- A. On a temporary and seasonal basis CITY leases to YETI the area to the northeast of the Aquatic Center that is intended for the future construction of the MAC center. This area consists of +/- thirty nine thousand seven hundred square feet (39,700 sq. ft.) and is depicted in exhibit "A" which is attached hereto and incorporated herein by this reference. This shall be the area within which YETI shall construct the ice rink, store and operate such equipment that is necessary to operate the ice rink, and locate such facilities that will be necessary to facilitate equipment rentals and ticket sales. This agreement contemplates YETI use of CITY property in an as is condition without further cost to CITY.
- B. CITY leases to YETI access to the area where the ice rink will be located. Access for delivery of equipment and supplies necessary to operate the ice rink will be through the existing access road located to the east of the Aquatic Center. This access is not intended to facilitate general parking for customers, volunteers, or employees. This access is not intended for a drop off or pick up access for customers, volunteers, or employees. It is intended to facilitate short term pick-up and delivery of equipment and supplies during construction, operation, and removal of the ice rink. This access also facilitates maintenance of the Aquatic Center and delivery of equipment to the Aquatic Center. By entering this lease CITY is not limiting its own use of the access road. YETI's use of the access road is not exclusive and YETI must share use of the road with CITY's operations. Furthermore, there is a road to the east of the access road that provides vehicular

access to the Lake at the Hills. Use of this road to facilitate YETI's operation is not included in this lease and YETI shall use its best efforts to keep employees, volunteers, and customers from parking along or using this road.

- C. Access for customers, spectators, volunteers, and all YETI personnel shall be either through the Aquatic Center or through the walking path to the north of the Aquatic Center. All customers, spectators, volunteers, and YETI personnel shall be required to use the existing parking facilities located to the west of the Aquatic Center.
- D. YETI and its volunteers, employees, spectators, and customers shall be allowed access to the Aquatic Center through existing public access points in order to access restroom facilities, CITY operated concession stand, and the lobby area as a warming area. This access will be limited to hours when the Aquatic Center is open for business. YETI will not be provided a key to the Aquatic Center. If access to the Aquatic Center is necessary during non-business hours YETI shall coordinate with the Aquatic Center staff and incur an additional ten dollar (\$10) per hour fee.
- E. Limitations on use of leased property shall include the following:
 - 1. Hours of operation for YETI shall be limited to 7 a.m. to 10:30 p.m. Monday through Saturday. These operational hours shall apply to YETI staff maintenance activities for the rink as well as any use of the rink by YETI's customers, volunteers, or any other person using the rink, either with or without compensation to YETI. Use of the rink is prohibited on

Sundays.

2. The outdoor use of sound amplification equipment is only allowed between 10a.m. and 8 p.m.
3. Prior to October 1st YETI shall provide a detailed operational schedule to CITY for its anticipated season. The schedule shall include hours of operation, including Holiday hours, league schedules, and other scheduled uses of the ice rink.

ARTICLE II.

LEASE AMOUNT.

1. CITY shall lease the space for the rink, access, parking, pedestrian access, and access to the Aquatic Center to YETI on a monthly basis for ~~three hundred dollars (\$300.00)~~ or 3% ~~five hundred dollars (\$500.00)~~ or 5% of YETI's gross sales, whichever is greater. For purposes of this agreement the term "gross sales" shall include, but not be limited to, revenue that may be paid to YETI prior to or after its regular season for all items including, but not limited to, pre-sold season tickets, daily admissions, private facility rentals, skate rentals, skate sharpening, clinics, group lessons, private lessons, leagues, classes, revenue generated from sale of advertising space, or any other source of revenue reasonably related to operating the ice rink on City's property. Gross sales shall specifically exclude items such as off season and/or off premise fund raisers. YETI shall have a duty to disclose all sources of income to CITY and itemize sources of income YETI believes are excluded from gross sales. CITY will evaluate the revenue sources related to possible future lease renewals. YETI shall provide the Leisure Services staff an accounting on a monthly basis

which shall include all gross revenue received by YETI from any source whatsoever.

During its operating season YETI shall pay to CITY on a monthly basis the greater of ~~three hundred dollars (\$300.00) or 3%~~ five hundred dollars (\$500.00) or 5% of its gross revenue.

Lease payments shall be paid by the tenth (10th) day of the month after the month in which the revenue is received. The first lease payment during the operating season shall include and account for all revenue generated between the close of the prior season and re-opening for the current season. Any partial months of operation shall be paid to CITY at a pro-rated amount. Any late payments are subject to a 5% late charge per day.

2. In addition to the base lease amount YETI will be required to pay CITY the cost of electricity and natural gas.
 - A. ~~CITY will disclose to YETI CITY's power and natural gas bills for the three years prior to YETI beginning operations. For each month, during any part of which, YETI is operating the ice rink the average of the three years electric and natural gas bills will be calculated. This will provide an average cost per month for electricity and an average cost per month for natural gas. CITY shall provide YETI the Aquatic Center's electricity bills and natural gas bills for the months, or any portion thereof, that YETI is operating the ice rink. YETI shall pay to CITY the difference between the average cost per month for electricity and the amount of CITY's monthly bills for electricity used during the months, or any portion thereof, that YETI is operating the ice rink. YETI shall pay to CITY the difference between the average cost per month for natural gas and the amount of CITY's monthly bills for natural gas used during the months, or any portion thereof, that YETI is operating~~

~~the ice rink.~~ CITY has spent the funds necessary to purchase and install an electrical meter so that the power consumed by YETI can be measured separately from the power used by the aquatic center. As reflected by the meter readings, YETI shall pay to CITY the monthly cost for the power used by YETI. In addition to electricity YETI uses natural gas. YETI's use of natural gas is not calculated by a separate meter from the natural gas use at the Aquatic Center. CITY and YETI agree to a monthly charge of _____ for natural gas. YETI shall pay to CITY the cost for electricity and natural gas within ten (10) calendar days of receiving the billing information from CITY. If YETI does not make the payment within the time frames set forth herein CITY may impose a 5% late fee for each day YETI is late.

- B. The cost of water and garbage removal are included in the base rent and YETI will not receive a separate bill for these utilities.

ARTICLE III.

DURATION.

1. This lease agreement shall last for one (1) year from the time it is signed by both parties. The lease may be renewed by both parties on a year by year basis for as long as both parties are willing to extend the lease. During the renewal process the parties reserve the right to re-negotiate the terms contained herein.
2. During the term of the lease YETI shall have use of the property mentioned herein for the purposes of constructing, operating, maintaining, and removing the ice rink from the 1st of October through the 30th of April.

ARTICLE IV.

INDEPENDENT CONTRACTOR.

1. YETI, its employees, officers, agents, volunteers, and assigns shall have control over: how they do their work; who provides the necessary tools and equipment for them to conduct their work; the method and manner of payment for their work; methods and manner of compensation for injuries during their work; and general matters related to their business. They are contractors providing a service. They are strictly independent contractors and in no way are they to be considered agents or servants of CITY and CITY is not liable for their actions.
2. YETI shall be required to purchase and display a sign in a conspicuous location so that customers entering the leased property will have an opportunity to read the sign. This sign may state the rules related to the ice rink, but the sign shall clearly identify that the ice rink is owned and operated by YETI and that YETI is an independent contractor and a separate entity from CITY.

ARTICLE V.

LIABILITY AND INSURANCE REQUIREMENTS.

1. YETI shall maintain its own workers compensation insurance policy in accordance with the laws of the State of Utah. Prior to beginning operation of the ice rink YETI shall provide CITY a copy of an insurance certificate showing YETI has adequate workers compensation insurance to meet Utah's statutory requirements.
2. YETI shall indemnify and hold harmless CITY, its elected and appointed officials, its employees, agents, and assigns from any and all injury to persons or property caused by the

negligence in the operation of the ice rink, the access to the ice rink, or any of YETI's facilities located on the leased property. This is intended to include injury to persons and property of third parties as well as injury or damage to CITY's buildings, infrastructure, and surrounding improvements. Prior to beginning operation YETI shall provide CITY with an insurance certificate naming CITY as an additional insured. The insurance certificate shall include at a minimum two million dollars (\$2,000,000.00) of general liability coverage and property damage coverage. All other coverages shall be at standard industry rates. ~~The insurance certificate shall be in such an amount that its policy limits for individual, aggregate, and property meet or exceed the liability caps contained in the Utah Governmental Immunity Act and the associated Administrative Rules. The liability caps in the Utah Governmental Immunity Act and associated Administrative Rules are required to be adjusted every two (2) years.~~ If this agreement is extended the insurance amounts will be re-evaluated and YETI will be required to purchase such insurance or umbrella coverage so that the coverage meets or exceeds the liability caps for the year in which they will be in operation.

ARTICLE VI.

USE AND ACCESS TO THE AQUATIC CENTER.

1. This lease shall include limited access to the Aquatic Center during hours when the Aquatic Center is open for business. The access shall be controlled by CITY and subject to CITY opening and closing of the building. YETI will not be provided a separate key to the building. The limited use of the Aquatic Center shall include:
 - (A) Access for YETI customers, volunteers, staff, and spectators from the parking lot to

the ice rink;

- (B) Access to the Aquatic Center restrooms for YETI customers, volunteers, staff, and spectators, and;
- (C) Access to the Aquatic Center concession stands and lobby areas.
- (D) YETI may request access to the Aquatic Center during off business hours, but YETI will have to pay CITY an additional ten dollars (\$10) per hour for off hour access.
- (E) YETI, its staff and all of its volunteers shall follow all duly established Aquatic Center Guidelines related to conduct within the building. In particular this shall include guidelines that children under 8 years of age must be closely supervised by a responsible adult.

2. This lease agreement shall not include the following uses of the Aquatic Center:

- (A) Use of locker rooms;
- (B) A key to the building;
- (C) Use of the pools, and;
- (D) Without a separate rental agreement, use of the multi-purpose rooms, locker rooms, showers, banquet rooms and storage areas.

3. YETI shall make arrangements to collect all of its entrance fees from its patrons at a location on the leased property. CITY will not collect fees from YETI patrons. City will not schedule ice time. As it relates to the ice rink CITY will not coordinate team activities. YETI shall be solely responsible for collecting its own fees and for scheduling all activities related to the ice rink.

4. Nothing in this lease shall be interpreted to allow CITY or YETI to attach anything to the exterior walls of the Aquatic Center.
5. YETI shall be responsible to provide notice that ice skates are prohibited from being worn within the Aquatic Center. YETI shall enforce a policy prohibiting ice skates from being worn in the Aquatic Center. YETI shall be strictly liable for any damage done to the interior or exterior surfaces of the Aquatic Center resulting from any YETI customer, volunteer, employee, spectator, or invitee using ice skates. The insurance policy YETI is required to secure pursuant to the conditions of this lease agreement shall cover damage caused to any surface of the Aquatic Center by any YETI customer, volunteer, employee, spectator, or invitee using ice skates.
6. At CITY's sole discretion, YETI shall may be required to erect netting around the south and west sides of the ice rink to protect the Aquatic Center from being damaged by flying objects. This includes but is not limited to hockey pucks. The net must be of such a quality and height that is reasonably agreeable to CITY and YETI so that it is designed to protect the Aquatic Center. If CITY does require YETI to install netting CITY shall provide reasonable notice of such a requirement. If YETI fails to install the netting in a reasonable time CITY may require all operations to be suspended until such time as the netting is installed.

ARTICLE VII.

PERMISSIBLE USE OF LEASED PROPERTY.

1. YETI agrees as a condition to this lease and to the use and occupancy of the leased property

that YETI shall at all times use the lease property for the purpose of constructing, maintaining, operating, and disassembling an ice rink. It is the purpose of this lease to foster and abet the public private partnership in favor of providing a temporary and seasonal location for an ice rink. Uses of the leased property that are not normally incidental to the operation of an ice rink are prohibited.

2. YETI shall be responsible for the removal of snow and ice within the leased property. This shall include removal of snow and ice from the ice rink as well as pedestrian ways within the leased property. All snow and ice removed by YETI within the leased property shall be deposited within the leased property. YETI shall be responsible to manage the snow and ice removal and shall also be responsible to keep people, particularly children, from playing on snow piles. YETI shall be liable for injury resulting from people, particularly children, playing on snow piles and said liability shall be covered by the insurance policies required in this lease agreement.
3. Prior to storing or using any hazardous materials on the leased property that are used to support the operation of the ice rink YETI shall tell the Aquatic Center management the type and quantity of hazardous material as well as information contained in the relevant material safety data sheets. CITY reserves the right to disallow the use or storage of any hazardous materials within the leased property. CITY shall not unreasonably withhold its consent to use such materials that are necessary for the operation of the ice rink.
4. Within the leased property YETI will be allowed to store such equipment and facilities as are necessary for the operation of the ice rink. Storage of other equipment, materials, or storage facilities is prohibited. Construction vehicles and equipment necessary to

construct and remove the ice rink shall be allowed on the leased property during construction and removal. Construction vehicles and equipment shall be removed immediately when construction and removal activities are finished. Storage of vehicles on the leased property, other than those necessary for maintenance and operation of the ice rink, is prohibited.

5. YETI shall be responsible to monitor the leased property on at least a daily basis for trash and debris removal. YETI shall have access to CITY's garbage dumpster located on the east side of the Aquatic Center. All trash and debris shall be deposited in the CITY's dumpster. YETI may use onsite garbage cans during operational hours that it supplies, but said cans shall be emptied daily into CITY's garbage dumpster.
6. YETI shall not permit any part of the leased property to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. YETI shall not allow the leased property or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation of CITY's public parks and grounds.

ARTICLE VIII.

REMEDIES FOR DEFAULT.

1. Failure to abide by the terms and conditions of this agreement shall constitute an act of default. The non-defaulting party shall be required to provide the party alleged to be in default written notice of the default. The written notice shall state the provision of the agreement that it is alleged the defaulting party has violated and the actions of the defaulting party that are alleged to have caused the default. This notice shall provide the

alleged defaulting party 10 days to cure the default. If the party alleged to be in default requires additional time to cure the default, it may ask but it has to provide a reason why they need more time and a date by which the default will be cured. Providing notice of default and an opportunity to cure as required in this paragraph shall in no way be interpreted to restrict or limit CITY's ability to assess late payment fees as set forth in this agreement.

2. If YETI is in default after being given notice and an opportunity to cure as contained herein CITY, in addition to any other remedy available at law or equity, may restrict any further customer access to the leased property until the default is cured.
3. YETI shall surrender the leased property to CITY in a condition that is free and clear of all of YETI's seasonal improvements no later than April 30th during each year that this agreement is in effect, or upon failure to cure a default where YETI has been given notice of the default and an opportunity to cure. Prior to April 30th of each year YETI shall discontinue use of the ice rink, and conduct any necessary and appropriate maintenance activities so that the rink and other equipment used during the operation of the ice rink may be stored on the property until the next season. YETI assumes all of the risk that its equipment may be stolen, damaged, or otherwise injured by storing its equipment on CITY's property. No bailment is created and CITY shall have no duty to protect YETI's property. If this agreement is terminated or not renewed YETI shall have twenty (20) days to remove all of its equipment from CITY's property. Any equipment not removed shall be forfeit to CITY.
4. Once the notice and opportunity to cure provisions of this agreement have been complied

with, this agreement shall not be interpreted to restrict or prohibit CITY or YETI from exercising any legal or equitable remedies they may have.

ARTICLE IX.

MISCELLANEOUS PROVISIONS.

1. YETI's interest in this lease may not be subordinated, mortgaged, hypothecated or otherwise encumbered without the express prior written consent of CITY.
2. No assignment of YETI's leasehold interest in the leased property will be permitted without the express written consent of CITY. All assignments of YETI's leasehold interest herein shall be subject to and regulated by all of the conditions in this lease agreement.
3. This agreement is between YETI and CITY. It is not intended to create any interest on behalf of any third party. No third party or third party group that may wish to use the ice rink shall have any rights or remedies under this agreement.
4. CITY at its sole option may include material produced by YETI in CITY advertising. This may include pamphlet stands, web sites, Facebook, and other such advertising methods that CITY may have that do not cost CITY additional revenue to include YETI material. This shall only include materials that YETI has published, CITY will not write advertisement material for YETI. This does not include advertisement opportunities that CITY has that CITY normally sells to third parties. CITY reserves the right to reject any advertising material submitted by YETI that CITY deems to be offensive or in poor taste.

5. YETI shall provide CITY with a contact list for its employees and volunteers. This contact list shall include working phone numbers, names, and a title showing what capacity each individual has within the YETI organization. The contact list may also include email addresses.
6. YETI shall adopt an emergency plan designed to protect people and property in the case of an emergency situation arising on the leased property. YETI shall maintain at least one employee or volunteer on the property during all business hours that has a charged and operable cell phone. YETI shall train its employees and volunteers as to what actions they are to take during an emergency.
7. CITY's failure to enforce one or more of the terms herein is not a waiver. No failure by CITY to insist upon the strict performance of any term, condition or covenant of this agreement or to exercise any right or remedy available on a breach of any condition or covenant of this agreement, and no acceptance of full or partial rent or performance hereunder shall constitute a waiver of any such breach or any such term, condition or covenant. No term, condition or covenant of this agreement required to be performed by YETI, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by CITY. No waiver of any breach shall affect or alter any term, condition, or covenant of this agreement, and such term, condition, or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by CITY as provided in this agreement.
8. CITY shall have the right to enter upon the leased property during reasonable hours (except

in an emergency) to examine the leased property and take care of any CITY infrastructure thereon. CITY may access the leased property to abate any nuisances or hazardous conditions on the leased property. If CITY has to abate a nuisance or hazardous condition on the leased property CITY shall have the right to bill YETI for such services and YETI shall have the obligation to pay said bill.

9. YETI represents that it has examined the leased property and accepts the leased property in as is condition without any representation or warranty, express or implied in fact or by law, by CITY as to the title, nature, condition or usability of the property for the purpose set forth herein. CITY warrants to YETI that it has title to the property, and the capacity, both legal and actual, to enter into this lease and to grant the leasehold estate, subject to any applicable terms and conditions of any bonds used in the construction of the Aquatic Center that may be outstanding and that may have an impact on the leasehold estate.
10. YETI shall maintain all appropriate licensing as well as collecting and paying all appropriate sales and use taxes. This includes, but is not limited to, obtaining a CITY business license, obtaining a state tax I.D. number, and paying to the State of Utah all applicable sales and use taxes.
11. CITY shall not be responsible for any washouts, subsidence, avulsion, or settling of the premises, nor for any injury caused thereby to YETI's property or any person occupying the property. CITY shall not be obligated to replace, refill, or improve any part of the leased premises during YETI's occupancy, in the event of such washouts, subsidence, avulsion, or settling of the property.
12. No destruction or damage to any structure or improvement on the leased property, or that

affects access to or use of the property, by act of God, acts of terror, civil unrest, military action, by fire, rain, snow, ice, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle YETI to surrender possession of the leased property, to terminate this lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter.

13. Conditioned upon YETI's paying the rent provided herein and performing and fulfilling all covenants, agreements, terms, duties, responsibilities, and conditions contained in this lease agreement, YETI shall have and may enjoy the leased premises.
14. This agreement shall not be modified, altered, or changed in any way whatsoever unless in writing and signed by CITY and YETI.
15. Any notice required to be given by this agreement shall be deemed to have been sent and received if sent via regular first class mail, postage prepaid, or by email to the following:

Cedar City Corporation
c/o Leisure Services Director
10 North Main Street
Cedar City, Utah 84720
rdan@cedarcity.org

YETI
c/o Kerry Fain
2433 West 5900 North
Cedar City, Utah 84721
kerry@yetiskates.org

If CITY or YETI change the above contact information they shall notify the other party within 30 days of said change.

16. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.

17. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided the invalidity of such covenant, condition or provision does not materially prejudice either CITY or YETI in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this agreement.
18. CITY has constructed improvements upon the leased property including, but not limited to: grubbing and leveling the property; providing necessary power and hot water; purchase and installation of four light poles containing a total of 16 musco outdoor
lightsing; concrete sidewalk from the ice rink to the parking lot and a concrete pad for the
Zamboni; purchase and installation of an air curtain at the doors leading from the Aquatic
Center to the ice rink; purchase and installation of power meter to measure YETI's power
consumption separate from the Aquatic Center's power consumption; locating
miscellaneous items within the leased property including portable bleachers, temporary
barricade(s), picnic tables; and fencing around the leased property. CITY has spent in
excess of ~~costing approximately \$93,000.00~~ one hundred and twenty thousand dollrs
(\$120,000.00) in support of the YETI project. The use of CITY revenue from any source is at the sole discretion of CITY. Use of future City revenue from any source is at the sole discretion of CITY in compliance with CITY ordinance and State Statute. Nothing in this agreement shall be interpreted to prohibit or require CITY to expend funds or use equipment to support the ice rink.
19. This is an integrated agreement. No prior or subsequent written or oral representations

from CITY or YETI shall be deemed to modify this agreement, modifications shall only be allowed as contained herein. This agreement shall be interpreted on the four corners of the agreement.

20. This agreement has been provided to YETI and CITY and both parties have been provided ample opportunity to review and contribute to the agreement. This is a negotiated agreement and it shall not be interpreted against the author due to the fact that the author wrote the agreement.
21. Each person signing this agreement represents that they have done everything necessary to be able to bind each entity to the provisions contained herein.
22. During the term of this lease, and any extension thereof, CITY agrees not to compete with YETI by purchasing, constructing, and operating an ice rink. If CITY determines it is in CITY's best interest to enter the ice rink business CITY will consider purchasing YETI's equipment. Any purchase of YETI's equipment is at the sole discretion of CITY.

CITY's SIGNATURE PAGE.

Dated this ____ day of _____, 2014 2015.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2014 2015, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

YETI's SIGNATURE PAGE.

Dated this _____ day of _____, ~~2014~~ 2015.

KERRY FAIN
PRESIDENT
YETI

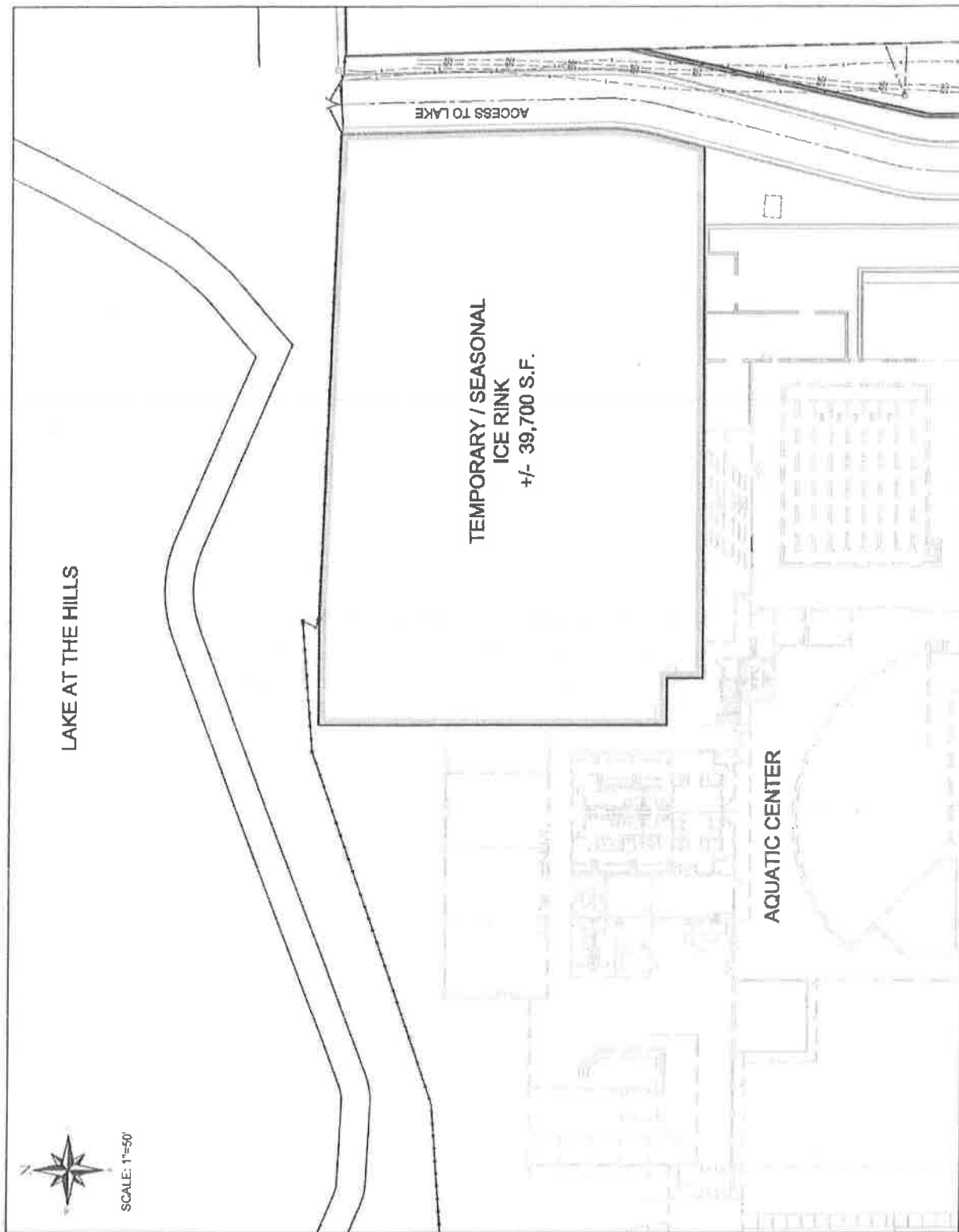
STATE OF UTAH)
 :ss.
COUNTY OF IRON)

On this _____ day of _____, ~~2014~~ 2015, personally
appeared before me KERRY FAIN who duly acknowledged to me that she signed the above and
foregoing document.

NOTARY PUBLIC

EXHIBIT “A”

Map showing temporary/seasonal ice rink leased property.



**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Trevor McDonald

DATE: October 7, 2015

SUBJECT: Review Proposals for the WWTP In-Channel Rotary Drum Screen

DISCUSSION:

Proposals for the project were received Thursday September 17th. The project includes building and installing a rotary screen equal to the existing one in service at the waste water treatment plant. The plant currently has one screen which is 20 years old. There is a minimum 6-month lead time for a new screen. If the current screen were to fail, a plant operator would be required to manually clean screenings every 10 minutes, 24 hours a day. An additional screen will also allow one screen to be serviced when needed without altering plant operations under normal conditions.

The City received two proposals: Alder Construction; and Corrio Construction. Both proposed the same equipment and similar work plans; however there was a major difference in proposed total cost. Corrio Construction's proposal was \$159,911 and Alder Construction's proposal was \$195,500. The approved budget is \$168,000.

Whoever receives the award will be required to provide executed bonding, insurance documents, and immigration status verification. The award will be on the condition that the Mayor is authorized to sign the contract with the contractor.

It is recommended that the project be awarded to Corrio Construction for the amount of \$159,911.

**WWTP Rotary Screen
Project
Proposal Summary**

Project Budget		\$168,000.00
Contractor		Bid
Alder Construction		\$195,500.00
Corrio Construction		\$159,911.00

CEDAR CITY COUNCIL
AGENDA ITEM 10

INFORMATION SHEET

TO: Mayor and City Council

FROM: Chris Hudson

DATE: October 5, 2015

SUBJECT: Agreement with Iron County School District

DISCUSSION: At the beginning of the agreement with Iron County School District, It was determined that the district would like to have both high school swim teams practice at the Aquatic Center in an effort to avoid paying a separate bill charged by SUU for practice time. With a little time under our belt and with some effort being made to maximize our revenues at the Aquatic Center, we would like to amend the agreement to allow a discount of \$2000 for the practice time of canyon view high school. This would allow them to go to the University and practice, as well as allow us to program this time with swimming lessons, lap swimming, and with other groups that may want to rent some lanes.

FIRST AMENDMENT TO THE JUNE 1, 2009, INTERLOCAL AGREEMENT RELATED TO THE CAPITAL FUNDING, MAINTENANCE, AND USE OF THE CEDAR CITY AQUATIC CENTER.

WHEREAS, on or about June 1, 2009, Cedar City and the Iron County School District entered an Interlocal agreement for the capital funding, maintenance, and use of the Cedar City Aquatic Center, a copy of said agreement is attached hereto and incorporated herein as exhibit #1, and hereinafter referred to as, "the agreement"; and

WHEREAS, the agreement provided that the Iron County School District would pay Cedar City \$125,000.00 per year, plus an increase of \$1,000.00 per year for the life of the agreement; and

WHEREAS, the agreement also provided that the City would, without additional charge, allow the Cedar High and Canyon View High swim teams to use the competition pool at the Aquatic Center for practice and competitions; and

WHEREAS, for a variety of reasons the Canyon View Swim Team has expressed a desire to use the pool facilities at Southern Utah University for their practices and the School District does not want to pay for additional facilities; and

WHEREAS, the Cedar City Leisure Services Staff may have opportunities to use the competition pool for other uses when Canyon View Swim Team is not using it for practice.

NOW THEREFORE both Cedar City and the Iron County School District agree that adequate consideration exists to support this first amendment to the agreement. Cedar City and the Iron County School District agree as follows:

1. For as long as Canyon View High School Swim Team chooses to hold practices at the Southern Utah University pool facility the Iron County School District may receive a yearly credit toward their financial contribution toward the operation and maintenance of the Aquatic Center. This yearly credit shall not exceed \$2,000.00 per year. In order to claim the credit the Iron County School District will be required to provide Cedar City with paid invoices showing payments to Southern Utah University. The credit shall be in the amount of the paid invoices but shall not exceed \$2,000.00.

2. This first amendment to the agreement shall be interpreted in context with the agreement. Any provisions of the agreement not explicitly amended by this first amendment are not intended to be amended.

CEDAR CITY COUNCIL
AGENDA ITEMS - 7
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: October 5, 2015

SUBJECT: Amendments to Subdivision ordinance related to simple minor lot subdivisions.

DISCUSSION:

The City has 2 minor lot processes. One is defined as a detailed minor lot and one is defined as a simple minor lot. The City Ordinance defines a simple minor lot subdivision as:

"... Simple minor lot subdivisions shall consist of the minor lot subdivisions where the minor lot subdivision meets one or more of the following criteria: a. The subdivision is in a residential zone and all lots front a dedicated public street that is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel: b. The subdivision is in an industrial or commercial zone and all lots that front a dedicated public street, the street is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel: c. The subdivision is in an industrial or commercial zone and all lot frontages along unimproved dedicated public streets are more than two hundred (200) feet and there are less than (10) lots including the remainder parcel," see Cedar City Ordinance 32-6(1).

The City Ordinance Defines a detailed minor lot as:

"Detailed minor lot subdivisions shall consists of those minor lot subdivisions where: a. The subdivision is in a residential zone and one or more of the lot frontages is not completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, and there are less than (10) lots including the remainder parcel: b. The subdivision is in an industrial or commercial zone and one or more of the lots that front a dedicated public street that is not completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains and there are less than (10) lots including the remainder parcel: c. The subdivision is in an industrial or commercial zone and one or more of the lot frontages along unimproved dedicated public streets are less than two hundred (200) feet and there are less than (10) lots including the remainder parcel," see Cedar City Ordinance 32-6(2).

The Detailed Minor Lot Subdivisions require public improvements such as curb, gutter,

sidewalk, asphalt, water mains, sewer mains, and storm drains. The Detailed Minor Lot Subdivisions also require the public improvements to be engineered and installed. More process is necessary with the detailed minor lot subdivision to make sure the public improvements are designed and installed.

The proposed ordinance removes the simple minor lot subdivision from having to go through a vicinity plan. This would simplify their approval. The proposal would also keep the additional procedure of the vicinity plan in place for the detailed minor lot subdivision.

Attached are the proposed ordinance as well as the minutes from the Planning Commission. Please consider approval of the proposed ordinance.

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING THE PROVISIONS
OF THE CITY'S SUBDIVISION ORDINANCE (CHAPTER 32) REMOVING VICINITY
PLAN REQUIREMENT FOR MINOR LOT SUBDIVISIONS.

WHEREAS, In compliance with the Utah Municipal Land Use Development and Management Act, UCA §10-9a-101 et. sec., Cedar City has adopted Chapter 32 of the ordinances of Cedar City, Utah, regulating the subdivision of land; and

WHEREAS, recently the City adopted amendments to Chapter 32 and when adopting these amendments included a new provision creating simple minor lot subdivisions and detailed minor lot subdivisions; and

WHEREAS, one of the major distinguishing factors between the simple minor lot subdivision and the detailed minor lot subdivision is the amount of improvements required as a condition of subdividing the property is greater in the detailed minor lot subdivision and thus requires additional engineering and expense; and

WHEREAS, when the prior amendments to Chapter 32 were proposed and adopted included therein was a requirement that both simple and detailed minor lot subdivisions be required to submit a vicinity plan for approval; and

WHEREAS, staff has proposed removing the vicinity plan requirement from the simple minor lot subdivision process because the amount of detail, engineering work, and expense is not justified by the amount of improvements required with a simple minor lot subdivision; and

WHEREAS, staff has presented the proposed modification to the Cedar City Planning Commission who considered the proposal during a duly advertised and publicized public hearing; and

WHEREAS, the Cedar City Planning Commission has reviewed the proposed amendments to the City's subdivision ordinance, has received public comment during the public hearing, if any, and has found that the proposed amendments are reasonably necessary, in the best interests of the public and in harmony of the objectives and purposes of the City's subdivision ordinance; and

WHEREAS, after receiving the Cedar City Planning Commission's recommendation the Cedar City Council scheduled and held a public meeting to consider the matter; and

WHEREAS, after reviewing the matter and receiving comments from the public, if any, the Cedar City Council finds that the proposal furthers the stated purposes of the Utah Municipal Land Use Development and Management act and provide for the health, safety, welfare, promote the general prosperity, and establish a system for orderly development within the City.

NOW THEREFORE be it ordained by the City Council of Cedar City, State of Utah, that Chapter 32, Section 6 of the ordinance of Cedar City, Utah, is hereby amended to remove the

struck through language and to include the underlined language:

SECTION 32-6. Minor Lot Subdivision Approval Procedure (Less than 10 lots including the remainder parcel, not requiring a Plat).

Step 1. Discuss Proposed Subdivision with City Engineer. Any person wishing to subdivide within Cedar City, Utah, shall secure from the City Engineer information pertaining to the City's plan of streets, sewer, water, drainage, parks, trails, zoning, subdivision of lands, other master plan requirements affecting the land to be subdivided, and the required water conveyance to the City according to Section 32-9-19. Subdivider shall also be informed that multiple, contiguous minor lot subdivisions shall not be allowed.

Step 2. Determine the type of minor lot subdivision and requirements. There are two (2) types of minor lot subdivision, a simple minor lot subdivision and a detailed minor lot subdivision as defined below:

1. Simple minor lot subdivisions shall consist of the minor lot subdivisions where the minor lot subdivision meets one or more of the following criteria:
 - a. The subdivision is in a residential zone and all lots front a dedicated public street that is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel:
 - b. The subdivision is in an industrial or commercial zone and all lots that front a dedicated public street, the street is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel:
 - c. The subdivision is in an industrial or commercial zone and all lot frontages along unimproved dedicated public streets are more than two hundred (200) feet and there are less than (10) lots including the remainder parcel.
2. Detailed minor lot subdivisions shall consists of those minor lot subdivisions where:
 - a. The subdivision is in a residential zone and one or more of the lot frontages is not completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, and there are less than (10) lots including the remainder parcel:

- b. The subdivision is in an industrial or commercial zone and one or more of the lots that front a dedicated public street that is not completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains and there are less than (10) lots including the remainder parcel:
- c. The subdivision is in an industrial or commercial zone and one or more of the lot frontages along unimproved dedicated public streets are less than two hundred (200) feet and there are less than (10) lots including the remainder parcel.

Step 3. Vicinity Plan. ~~For both simple and~~ (Only required for detailed minor lot subdivisions)
~~the~~ The subdivider shall then prepare a Vicinity Plan at a scale of not smaller than 1 inch = 100 feet, and shall submit a copy of the same to the City Engineers. The Vicinity Plan shall show:

- 1. A small map showing the location of the subdivision in relation to existing City roads and recognizable landmarks;
- 2. The general layout and numbering of the lots and remaining parcel within the area to be subdivided and how the lots connect with existing adjoining streets and lots;
- 3. The lot frontages (in lineal feet) and areas (in square feet) of the lots within the subdivision;
- 4. The location of existing and proposed main water lines, main sewer lines, and storm drain facilities within the land to be subdivided and the adjoining existing streets;
- 5. The locations of existing building(s) on the property being subdivided;
- 6. A title block containing the subdivision name, subdivider's name and the name, address, and phone number of the subdivider's engineer;
- 7. City zoning designation and boundaries within the subdivision;
- 8. FEMA flood zone designation and boundaries within the subdivision;
- 9. Soils area designation;
- 10. Survey monuments, and;
- 11. Names of the adjacent property owners.

Step 4. Vicinity Plan City Engineer Approval. ~~For both simple and~~ (Only required for detailed

minor lot subdivisions) ~~the~~ The City Engineering Staff shall Review and Approve the Vicinity Plan before submitting to the Planning Commission for review.

Step 5. File Planning Commission Application and Fees. For both simple and detailed minor lot subdivisions the subdivider shall submit an application to the City Engineer and pay the applicable Planning Commission and filing fees according to the City's adopted fee schedule. Pursuant to the provisions of Title 10, Chapter 9a, Section 509, of the Utah Code, upon submission of a complete application and payment of filing fees the Subdivider or Developer is entitled to substantive review of their application under the land use laws currently in effect.

Step 6. Vicinity Plan Planning Commission Approval. ~~For both simple and~~ (Only required for detailed minor lot subdivisions) ~~the~~ The Planning Commission shall review and approve the vicinity plan or approve it subject to changes or alterations. Whenever final approval has been obtained from the Planning Commission the Vicinity Plan approval shall remain effective for a period of Two (2) years.

Step 7. Soil Report Approval and Compliance. (only required for detailed minor lots subdivision), See Section 32-9(1).

Step 8. Engineering Drawings. (Only required for detailed minor lots subdivision). See Section 32-9(4)

Step 9. Improvement Cost Estimate. (Only required for detailed minor lots subdivision.) The subdivider shall prepare and submit to the City Engineer an improvement cost estimate for all improvements shown on the engineering drawings including a 3% markup for Construction Management and a 0.5% markup for testing.

Step 10. City Engineer's Approval of the Engineering Drawings and Cost Estimate. (Only required for detailed minor lots subdivision.) The City Engineer shall review and approve, or recommend changes consistent with City ordinances and adopted standards, to the proposed detailed minor lot subdivision's engineering drawings, soils report, design study reports and improvement cost estimate.

Step 11. Minor Lot Subdivision Final Plan and Deeds. Upon receiving the Planning Commission's approval of the Vicinity Plan for ~~a both simple and~~ detailed minor lot subdivision and the City Engineer's approval of the engineering drawings, soils report, design study reports and improvement cost estimate for a detailed minor lot subdivision, for both simple and detailed minor lot subdivisions the subdivider shall prepare and submit to the City Engineer one copy of the Final Plan and Deeds both in hard copy and electronic PDF format. Failure to submit a Final Plan of a detailed minor lot subdivision within two (2) years of the date of approval of the Vicinity Plan shall terminate all proceedings and render all approval of the Vicinity Plan and Engineering drawings null and void.

The following information shall be submitted as part of the Final Plan:

1. A Final Plan shall be in the form of a Record of Survey that shall contain the following information:
 - a. The location of the subdivision in relation to existing City streets and recognizable landmarks;
 - b. The layout of streets and lots within the area to be subdivided and how those streets and lots connect with existing streets within the subdivision including;
 1. Centerline bearings;
 2. Curve data;
 3. Widths;
 4. Street names and/or street numbers;
 5. Section corner tie;
 6. Right-of-way markers on state roads;
 7. Centerline monuments;
 8. Set and/or found corners, and;
 9. Other such information that may be necessary to fully and fairly describe the road;
 - c. Parcel information for both new and remaining parcels including, but not limited to the following:
 1. Distances;
 2. Bearings;
 3. Legal description;
 4. Closure of the parcels;
 5. The square footage of each parcel;
 6. The frontage length of each lot along a dedicated City Street;

- 7. Parcel numbers;
- 8. Other similar information related to the subdivision of the parcel, and;
- 9. Parcel addresses.
- d. Detailed information including distances, monument tie, parcel line tie, bearings, and boundaries for the airport overlay zone;
- e. The relationship of existing and planned streets within 200 feet from the outside boundaries of the entire subdivision;
- f. The locations and sizes of the main water lines, main sewer lines, and storm drain facilities within the subdivision and within 200 feet of the boundary of the subdivision;
- g. The location of any proposed and existing parks, open space, and trails within the land to be subdivided;
- h. A title block containing the subdivider's name and the name, address, and phone number of the subdivider's engineer;
- i. Surveyor's stamp and certification;
- j. Legal descriptions of the boundary and each parcel;
- k. Survey narrative;
- l. Basis of bearings, monuments, and elevations;
- m. City zoning designation and boundaries within the subdivision;
 - n. FEMA flood zone designation and boundaries within the subdivision;
- o. Soils area designation;
- p. Survey monuments;
- q. If required, a certificate showing the acknowledgment and approval of the Electric Company, Gas Company, Telephone Company, Cable Company, and other private providers of public utilities;
- r. City Engineer's approval certificate;

- s. City Attorney's approval certificate (Detailed Minor Lot Subdivisions only);
- t. A certificate for the Planning Commission's approval;
 - u. Show the building(s) existing on the property, and describe how these buildings(s) meet the following:
 - 1. Structural independence;
 - 2. Separate water service;
 - 3. Separate sewer service;
 - 4. Required setbacks;
 - 5. Required parking;
 - 6. Fencing;
 - 7. Landscape, curb, gutter, and sidewalk; and
 - 8. Any other requirement that may apply to the subdivision.
- v. List the names of the adjacent property owners;
 - 2. Signed and notarized recordable deeds necessary to transfer title to all lots and any easements associated with the minor lot subdivision.

Step 12. Final Plan and Deeds City Surveyor's Review. For both simple and detailed minor lot subdivisions the City Surveyor shall check the final plan and deeds for accuracy and completeness. The corrected final plan shall then be a plotted original on 24" X 36" mylar signed and stamped by the Surveyor and signed by all utilities if required, and then given to the City Engineer for his/her approval and signature.

Step 13. Performance Bonding and Fees. (Only required for detailed minor lot subdivisions), See Section 32-9(10 & 11).

Step 14. Filing Fee Collection by the City Engineer. (Only required for simple minor lot subdivisions.) Upon receiving the filing fees and approving the final plan and signed and notarized deeds the City Engineer shall schedule simple minor lot subdivisions for review and approval by the Planning Commission.

Step 15. Bonding and Fee Collection by the City Attorney. (Only required for detailed minor lots subdivision.) Upon receiving the final plan, signed and notarized deeds, bond estimate

and accrued review fees from the City Engineer for detailed minor lot subdivisions only, the City Attorney shall collect the required bonding amount, signed bond agreement and required fees and schedule the detailed minor lot subdivision for review and approval by the Planning Commission.

Step 16. Minor Lot Subdivision Planning Commission Approval. Upon reviewing the final plan and deeds for a simple or detailed minor lot subdivision, the Planning Commission shall review and approve or disapprove the layout of the subdivision, or approve it subject to change or alteration. If the minor lot subdivision is approved, the record of survey shall be signed by the Planning Commission chairperson. Any deeds for the minor lot subdivision shall be stamped and signed by the Planning Commission Chair. The record of survey shall be filed with the Iron County Engineering and Surveying Office. The deeds shall be recorded with the Iron County Recorder. All recording shall be completed by the Subdivider.

This section amended by Cedar City Ordinance No. _____.
Remainder of page intentionally left blank.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that city staff is authorized to make such non-substantive corrections to the City's subdivision ordinance as are reasonably necessary to facilitate the provisions of the amendments contained herein.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State law.
Dated this _____ day of _____, 2015.

Maile L. Wilson
Mayor

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

PUBLIC HEARING

3- Amend Subdivision Ordinance Section 32-6 Step 6 (Recommendation)

Kit Warcham

Rich opened the public hearing on this item.

Kit explained that they now have a simple and detailed minor lot process. The simple minor lot does not require any street improvements or they have lots of over 200' frontage. He inadvertently put the two together requiring the same approval process. The detailed minor lot would require improvements but a simple minor lot where all improvements are already complete only needs a record of survey and deeds. The detailed minor lot would need to have the vicinity approved before they get into all their construction drawings. This will now separate the two as far as the process they have to go through. They do not want to require all the engineering work on the detailed minor lot if there is a chance it would not go through so they are the ones that need the vicinity plan step. It will be a two-step process for the detailed minor lot but only a one step process for the simple minor lot subdivisions.

Rich closed the public hearing as there were no other comments.

**CEDAR CITY
COUNCIL AGENDA ITEM 8
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: October 7, 2015

SUBJECT: Review Agreement with UDOT to Exchange Small Urban Highway Federal Grant Funds for State Funds on the Coal Creek Road Project Phase 1

DISCUSSION:

In 2013 the City received \$1,000,000 in federal money from the UDOT Small Urban Highway Committee for the Coal Creek Road Phase 1 Project. Phase 1 of the Coal Creek Road Project includes constructing new street, water, sewer and storm drain improvements on Coal Creek Road from Main Street to the 1045 North Intersection as shown on the attached drawing. The improved street width will be 66 feet wide with 51 feet of asphalt and curb and gutter on both sides of the street. Sidewalk will be installed on the road that fronts City property which will include most of the north side of the road.

The total estimated cost of construction for the project is \$1,910,500. All this funding was all included in this year's Street, Sewer Water and Storm Drain budgets along with an anticipated \$850,000 for exchanging the \$1,000,000 in federal money from UDOT for State Funds.

In the August meeting of the UDOT Road Commission the Commission approved the fund exchange. **The attached agreement details and finalizes that fund exchange.** However, as seen in the attached agreement, the fund exchange was reduced from the \$850,000 to \$792,455. This reduction is because UDOT requires a 6.77% match from the local entity on the grant. In all our previous similar grants from UDOT the 6.77% match from the local entity was added onto the \$1,000,000 federal grant. Now UDOT includes the 6.77% match from the local entity in the \$1,000,000 grant. Therefore instead of getting 85% of a million dollars or \$850,000 in state funds we only get 85% of \$932,300 or \$792,455.

We do not anticipate the \$58,000 reduction being an impact to the project. There was nearly \$100,000 in engineering costs budgeted into the project. However, we plan on all the engineering work to be done in house for the project. In the past, when we have done these grants with the fund exchange, we were able to use the state funds to reimburse the City for some of the in-house engineering costs. With the reduction in state funds this reimbursement will be less.

I want to explain the benefits the City gets by doing this fund exchange. Even though there is the 15 % reduction in funds when we exchange the Federal money for State money, the benefits we get by being able to use state money far out weight the 15% reduction in funds. These benefits are itemized as follows:

- 1- When there are federal funds included on the project the engineering and administration costs for the project over doubles from about 15% to over 35%. Once there are federal funds given to a project these additional engineering and administration requirements apply to the entire project and not just the part being paid for with the federal funds. The federal process is so complicated to do the engineering work in house and you have to contract with an engineer that does that type of work frequently.
- 2- FHWA funds, like this federal grant, are administered by UDOT. UDOT administration costs are charged to the project. These costs are significant and can amount from 2 to 3 percent of the project in order for UDOT to conform to the federal requirements. As described in the attached agreement; there is minimal UDOT over site cost with the state money.
- 3- By using the federal money the schedule for the project nearly doubles.

In summary, we may have lost 15% of the federal funds for the project by doing the fund exchange, but we will reduce about 40% of the project expenses by using the state funds and we will be able to complete the construction on the project in a reasonable time.

On the a side note, we were able to get the County to give us corridor preservation funds to buy the right of way necessary for the project and we are in the process of getting that right of way purchased.

COAL CREEK ROAD PROJECT

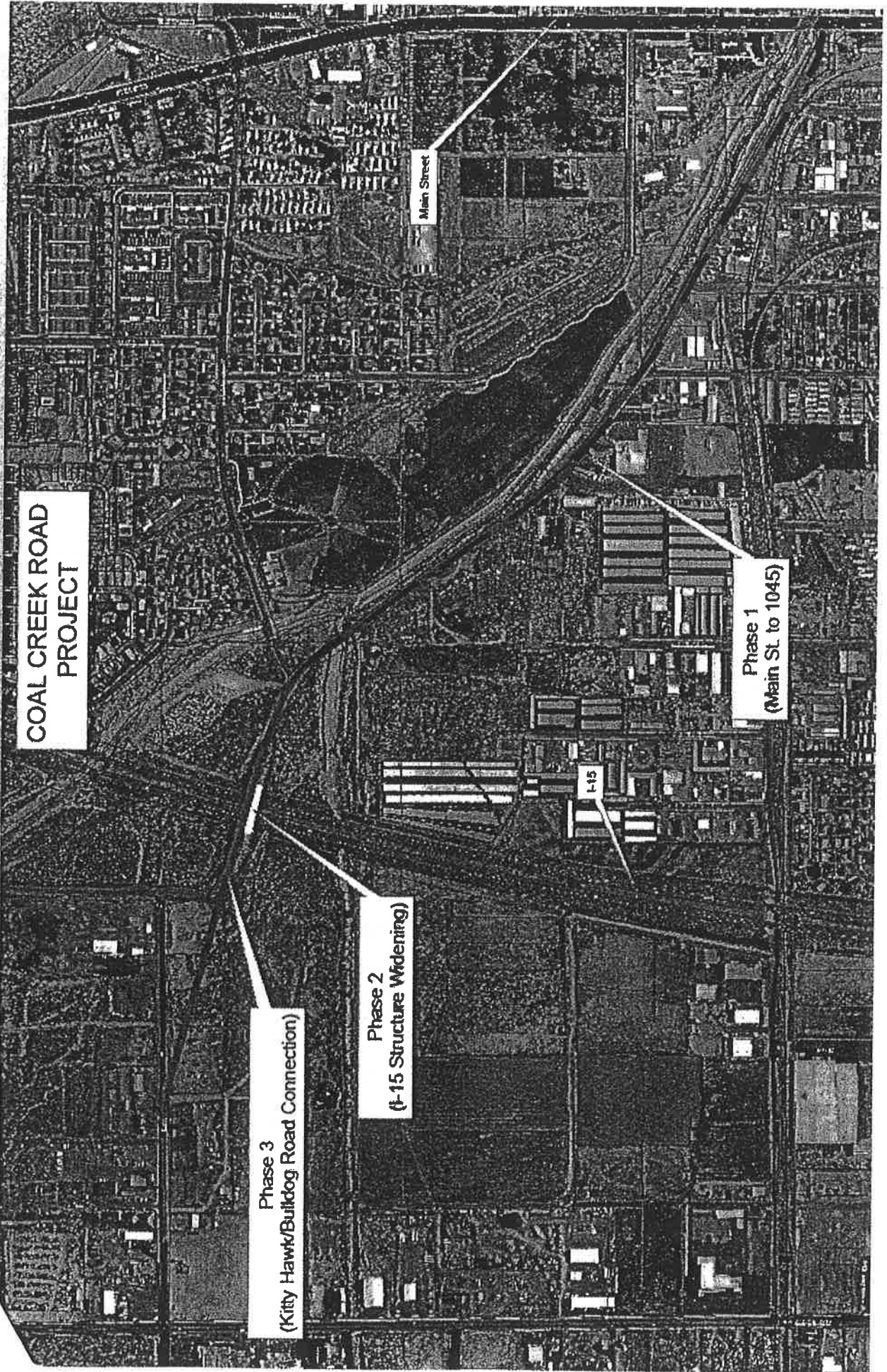
Main Street

Phase 1
(Main St. to 1045)

I-15

Phase 3
(Kitty Hawk/Bulldog Road Connection)

Phase 2
(I-15 Structure Widening)





**State of Utah
Department of Transportation**

Cooperative Agreement Local Agency Exchange of Federal Dollars for State Dollars	Project Description: Cedar City, Coal Creek Road, from I-15 to Main Street Local Agency: Cedar City	Authority No. 72273
Pin: 11864 Job/ Project: S-LC21(19)		Date Executed

THIS COOPERATIVE AGREEMENT made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “UDOT”, and [CEDAR CITY], a political subdivision of the State of Utah, hereinafter referred to as the “Local Agency.”

RECITALS

WHEREAS, the **Local Agency** desires to build that section of roadway known as the Project Name, F-LC21(14), located in CEDAR CITY; and

WHEREAS, the **Local Agency** desires to pursue design, environmental clearances and construction for the project utilizing their own dollars and then being reimbursed at 90% of eligible costs (10% required local match), a reimbursement of 85% of state funds, set aside and exchanged for federal dollars that would otherwise have been available for the project; and

WHEREAS, \$932,300 in STP Rural (Non-Urban) Federal aid has been programmed for this project for Federal FY 2014; and

WHEREAS, UDOT's designated exchange rate for the trade of Federal Non-Urban Funds for State Funds is 85%. Eighty Five percent of \$932,300 is \$792,455; and

WHEREAS, State Funds have been identified in the amount of \$792,455 that would be paid to the Local Agency on a reimbursement basis for work completed, as specified by this agreement.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work and exchange of federal money shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** will relinquish any claim or right to the \$932,300 in STP Rural (Non-Urban) Federal aid money to **UDOT**. In exchange, **UDOT** will reimburse the **Local Agency** up to \$792,455 of state funds for the cost of Cedar City, Coal Creek Road, from I-15 to Main St., S-LC21(19) project, located in CEDAR CITY.

II. The **Local Agency** will perform the following for the project:

- a. Acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual.
- b. Complete the environmental work and design for the project.
- c. Obtain any required environmental permits.
- d. Make periodic payment requests, which will include a summary of expenditures, to **UDOT** for reimbursement of 90% of the project costs up to

\$792,455. Any costs in excess of \$792,455 will be the responsibility of the **Local Agency**.

- e. Send payment requests to UDOT's Project Manager for this project, Nancy Jerome, 210 West 800 South, Richfield, Utah, 84701, telephone 435-893-4708
- f. Construct the project in accordance with AASHTO standards or in accordance with state law.
- g. Comply with the local bidding process for awarding contracts related to this project.
- h. Comply with the requirements in Utah Code Ann. Sections 72-6-107 and 109.

III. The **Local Agency** will be responsible for all aspects of the project.

IV. UDOT's Project Manager (PM) for this project, Nancy Jerome, will review the payment requests from the **Local Agency**. Upon review and approval of the payment requests, the PM will forward the requests to the UDOT Comptroller's Office. UDOT will charge the project for the PM's time, including administrative charges. Charges to this project for the UDOT PM will be minimal and controlled. Such charges will be deducted from the \$792,455.

V. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

VI. This Agreement may be executed in counter parts by the parties.

VII. Each party represents that it has the authority to enter into this Agreement.

VIII. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

[Enter Local Agency Name here]				Utah Department of Transportation			
By		Date		By		Date	
CITY Clerk/Auditor				[UDOT Officer Name & Title]			
By		Date		By		Date	
CITY Mayor				Region Director [or second signature verification]			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			

CEDAR CITY COUNCIL
AGENDA ITEM 9

INFORMATION SHEET

TO: Mayor and City Council

FROM: Renon Savage

DATE: October 5, 2015

SUBJECT: Poll Workers

DISCUSSION:

The following is a list of poll workers for the 2015 election:

Canyon View High School – Precincts 7:1, 6:1, and 22:1

Tamera Lewis Nesmith – Poll Manager

Lonnie Diane Gardiner – Ballot Clerk

Elaine Lawrence Croft – Ballot Clerk

Ellen B. Sorensen – Ballot Clerk

Cedar High School – Precincts 14:1 and 15:1

Marlynn Smith – Poll Manager

Suzanne Morris – Poll Manager

Cynthia Davidson – Ballot Clerk

Kaye A. Nielson – Ballot Clerk

Cedar Middle School – Precincts 5:1, 19:1, 20:1, and 24:1

Rhea Church – Poll Manager

Yvonne Lynne Strosnider – Ballot Clerk

Laurie Sullivan Vincent – Ballot Clerk

Crystal Inn – Precincts 17:1 and 18:1

Jane Roberta Jensen – Poll Manager

Victor Randal Schafer – Ballot Clerk

Alice C. Heidenreich – Ballot Clerk

Nance Lynn Goldthorpe – Ballot Clerk

East Elementary – Precincts 2:1, 4:1, and 3:1

Marva Marie Thurston – Poll Manager

Bernice Rember – Ballot Clerk

Dorothea Marie Stucker – Ballot Clerk

Fiddler's Canyon Elementary – Precincts 22:1, 1:1

Catherine L. Bryant – Poll Manager

Ann Banks – Ballot Clerk

Mindy Templin – Ballot Clerk

Kenneth W. Orton – Ballot Clerk

Iron Springs Elementary – Precincts 25:1 and 23:1

Mabel Ellen Creamer – Poll Manager

Jennifer Hepworth – Ballot Clerk

Virginia Shelley – Ballot Clerk

North Elementary – Precincts 8:1, 9:1 and 16:1

Sharon Forsyth – Poll Manager

Carol Marie Hale – Ballot Clerk

Sharon Holder – Ballot Clerk

Donna R. Jolley – Ballot Clerk

South Elementary – Precincts 10:1, 11:1, 12:1, and 13:1

LaRee U. Garfield – Poll Manager

Diane Elyse Shirley – Ballot Clerk

Colleen C. Engle – Ballot Clerk

Diane Cooley Ashdown – Ballot Clerk